



CITY OF ROCKVILLE
111 Maryland Avenue
Rockville, MD 20850

REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

WHEN MAKING INQUIRIES, PLEASE REFERENCE QUOTE RFQ 048/FY12	TODAY'S DATE: APRIL 10, 2012
QUOTATION DUE DATE AND TIME: WEDNESDAY, 04/25/2012 @ 3PM	WE REQUIRE DELIVERY/SERVICE COMPLETION ON: Friday, JUNE 08, 2012, event time 11am-2pm SEE ITEM 9, Page 4, Contract Renewal

FAX/MAIL QUOTATION TO:

City of Rockville
111 Maryland Avenue
Rockville, MD 20850

FAX: 240-314-8439 (Items a-f listed below can be faxed to this number)

CONTACT:

Pat Ryan, Buyer II
Tel: 240-314-8434 pryan@rockvillemd.gov

FAX ONLY THIS RFQ FORM AND SPECIFICATIONS/LITERATURE OF PRODUCTS OFFERED. OFFERORS ARE RESPONSIBLE FOR THE TIMELY RETURN OF THIS QUOTATION.

QUOTED PRICE(S) MUST INCLUDE FREIGHT, FOB, ROCKVILLE, MARYLAND.

INSIDE DELIVERY **Yes X** No

LOCATION: **ROCKVILLE CIVIC CENTER SOCIAL HALL,
603 Edmonston Drive, Rockville, MD 20851**

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
CATERING SERVICES FOR CITY OF ROCKVILLE'S ANNUAL EMPLOYEE PICNIC 06/08/2012, Friday SEE SPECIFICATIONS (PAGES 2-4) FOR DETAILS <u>PLEASE COMPLETE, SIGN & RETURN (via Fax or US Mail):</u> a) THIS PAGE, (bottom and right hand side) b) INSURANCE FORM, page 11, c) AFFIDAVIT, page 12 d) REFERENCE FORM, pages 13 and 14. e) W-9 (see link below) f) BIDDER's PROPOSAL, stating cost, menu, supplies, services, any awards received and number of staff to be provided	250	Per Person	\$ _____	\$ _____

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

PAYMENT TERMS: NET 30

DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER

PROMPT PAYMENT DISCOUNT: ____% FOR PAYMENT WITHIN ____ DAYS

COMPANY LEGAL NAME: _____

ADDRESS: _____

SUBMITTED BY: _____
SIGN YOUR NAME AND TITLE DATE

PRINT YOUR NAME AND TITLE

TELEPHONE# _____ FAX # _____

E-MAIL ADDRESS: _____ FEDERAL ID#/OR SS# _____

**City of Rockville
RFQ# 048/FY12
Catering Services for the City of Rockville's Annual Employee Picnic
Specifications**

1. EVENT OVERVIEW

The City of Rockville is hosting its annual Employee Picnic at the City's Civic Center Social Hall on Friday, June 8, 2012. The City is seeking a contractor to cater the event who will provide the food, beverages, paper goods, and staff, with set-up and takedown for the entire event.

Food to be served buffet style, inside and outside the Rockville Civic Center Social Hall. The City requires the food set-up to be attractive and efficient, serving as many people as possible and keeping wait times as short as possible. The buffet will consist of be two identical stations with serving lines on each side (four serving lines total). Weather permitting, one buffet table will be set-up outside. The other identical buffet table will be set-up inside. There will be separate drink tables and separate dessert tables.

It is the City's goal that, regardless of when an employee arrives, as long as it is during the event time (11:00a.m. and 2:00p.m.), that the employee experience fresh, warm food with an attractive and clean presentation.

Approximately 250 people are expected. The City has outlined its requirements below.

Please note: No reference to any religion or denomination shall be made through decorations, presentation or food served.

2. EVENT LOCATION, DATE AND TIME

Event: Friday, June 8, 2012

Event Time: 11:00 a.m. – 2:00 p.m.

Must be set up and ready to serve no later than 10:45a.m on June 8, 2012.

Clean-up to begin at 2:00pm and must be completed by 4:00pm on June 8, 2012

Location: Rockville Civic Center Social Hall,
603 Edmonston Drive, Rockville, MD 20851

Serving Style: Buffet

Budget: \$5,000.00

No. of Guests: 250 persons (estimated)

Menu: see **MENU AND SERVICES SELECTED (#3 BELOW)**

3. MENU ITEMS

Contractor must provide a buffet luncheon in a creative and presentable manner. All food to be prepared off-site and warmed or cooled as required on-site. The bidder may offer other food recommendations for the City to consider as long as the suggestions meet the minimum requirements of serving 250 people and adhere to the BBQ theme. Menu items shall be labeled.

Menu must include the following:

- **Hickory smoked/Barbecued chopped/pulled pork**
- **Hickory smoked/Barbecued pulled chicken**
- **Homemade Barbeque sauce(s) (please provide choices)**
- **Rolls (for sandwiches of pork and/or chicken listed above)**
- **Macaroni and Cheese**
- **Vegetarian baked/barbeque beans** (no bacon/meat, must be labeled as vegetarian style)
- **Cole slaw**
- **Garden Salad with dressings, minimum of 4 choices, with one of those being low or non-fat**
- **Cornbread**
- **Mixed fruit salad or fruit platter**
- **Cookies (including but not necessarily limited to chocolate chip) and/or brownies, must be finger foods**
- **Individual serving sized cans/bottles: cold bottled waters, assorted soft drinks, lemonade and iced tea (including but not limited to diet). Please assume two drinks per person.**

4. CONTRACTOR SHALL PROVIDE

- All food and beverages according to the menu requirements.
- Acceptable means to maintain hot food and cold food to their desired temperature.
- Staff to fully cater and service the entire event to ensure that the food, beverages and dessert areas are well maintained and kept clean and orderly. City is requiring a minimum of 3 people for serving for the entire length of the event. On your proposal, state the number of staff people to be provided.
- Plates, disposable, heavy-duty hard plastic, dinner/ 10" size
- Flatware, disposable, heavy-duty hard plastic
- Napkins, paper, luncheon size, white
- Disposable table linens for serving tables
- Serving trays and utensils for all food dishes

5. CITY SHALL PROVIDE

- Facility – Rockville Civic Center Social Hall
- All serving tables: for food, drinks and dessert
- Tables, tablecloths and chairs for attendees,
- Trash and recycling receptacles for attendees use and dumpster for trash disposal by Contractor

6. EVENT MEETING

After award, the successful Contractor will meet with City of Rockville's personnel prior to the event at a mutually agreed upon time and date to discuss set-up arrangements, staff, menu and any final instructions pertaining to the event. The meeting can take place over the phone but will likely be at either: Contractor's site, City of Rockville/City Hall (111 Maryland Avenue, Rockville), or event location.

7. EVALUATION & AWARD

The award shall be made to the lowest responsive and responsible contractor who has met the budget and menu requirements and qualifications as outlined in the Request for Quote.

8. QUALIFICATIONS OF CONTRACTOR AND STAFF

The Contractor shall perform all specified work using properly trained and skilled workers supervised by the contractor. The contractor shall be licensed and bonded in the State of Maryland and shall have a minimum of three (3) years experience in catering services similar in size and scope as being requested by the City of Rockville in this Request for Quote.

In the proposal, Contractor to list any awards received for the quality of barbeque-style food.

All employees of the Contractor shall be no less than 18 years of age, and shall be experienced in the type of work being performed. No visitors, spouses or children of the Contractor's employees will be allowed in the workplace during working hours, unless they are bonafide employees of the Contractor.

All employees of Contractor shall be of neat appearance and conduct themselves in a professional manner while working for the City of Rockville.

9. CONTRACT RENEWAL

The City retains the right to extend this request for quote for two (2) additional one-year periods. The next event date would occur in June 2013. If the contract renewal is approved under the same terms and conditions of the original quote, the City will contact the Contractor by April 15, 2013 with the event date and time. The same or equal menu selection shall be provided. Similar dates would apply for the 2014 Employee Picnic

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by Mayor and Council.

10. INSURANCE

The successful contractor will be required to submit a current Certificate of Insurance (including endorsements and waiver) in accordance with the Insurance Requirements page. The completed Insurance Requirements pages must be signed and submitted with your quote.

11. REFERENCES

Each bidder is to provide at least three (3) references for catering events similar in size and style. Please provide, on the City of Rockville Reference Form, the reference name, contact information and description of event in which catering services were provided. References provided should be for services that have occurred within the last three (3) years. **The completed Reference form must be submitted with the quote.**

12. PAYMENT CLAUSE

The City reserves the exclusive right to determine the acceptability of any part of this event. Payment in full will be made upon satisfactory completion of the event. Should any portion of the event not meet the City's acceptance, final payment may be adjusted.

13. PRICES

Prices/discounts quoted shall be net, inclusive of all charges for transportation FOB Destination delivery. Quotes other than FOB Destination shall be considered non-responsive and shall be rejected. Prices/discounts shall remain firm for the duration of the contract.

Prices/discounts shall not include Federal, State or Local taxes. The City's tax exemption certificates will be issued at time of award.

14. CONTRACTUAL CONTACT

Contractual questions can be addressed to Pat Ryan, Buyer II, Purchasing, at pryan@rockvillemd.gov or call (240) 314-8434.



CITY OF ROCKVILLE, MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS
TO BIDDERS
REQUEST FOR QUOTATION – 10/2011

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **SUBMISSION OF QUOTE** All quotes are to be submitted to the location indicated on the front page of the Request for Quotation form. Unless otherwise specified, the following forms must be submitted:
 - Pricing Form
 - Affidavit (form attached)
 - W-9
 - References, if requested
 - Other forms as requested in the document.

The form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of your bid.

5. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening, unless extended by mutual consent of all parties.

6. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:

- a. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the purchasing agent prior to the time set for bid opening.
- b. Where a mistake is discovered after the bid opening but prior to contract award, a bid:
 - 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the purchasing agent determines that the mistake was inadvertent and bona fide;May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.
- c. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.
- d. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- e. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- f. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.

7. **BIDDER INTEREST IN MORE THAN ONE BID**

Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

8. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only unless otherwise specified herein.
9. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.
10. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
11. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
12. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.
13. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the vendor decline the City's right to exercise any option period, the City may consider the vendor in default, which may affect that vendor's eligibility for future contracts.
14. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
15. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
16. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently Mastercard) executed by the purchasing agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1 of each year, as provided by the City Code.
17. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
18. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.
19. **BILLING** Unless otherwise specified invoices are to be submitted to the "Bill To" address on the Purchase Order immediately upon completion of the shipment or services.
20. **PAYMENT** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
21. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
22. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
23. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from

the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the purchasing agent and it is the Contractor's responsibility to obtain said authorization.

24. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.
25. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the purchasing agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
26. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the law of the State of Maryland.
27. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and

description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.

28. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
29. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
30. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
31. **TRAVEL TIME** No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site.
32. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
33. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information)

received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

34. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
35. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
36. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices

setting forth the provisions of this nondiscrimination clause

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

37. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits.
38. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

39. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or

corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.

40. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract. This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.
41. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
42. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided. Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

43. **NOTICE TO BIDDERS** Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations in order to enter into a contract with the City. "Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.
44. **QUALIFICATION TO CONTRACT WITH PUBLIC BODY** Bidders must be qualified to bid in the State in accordance with Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery in furtherance of obtaining a contract from the state or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville

(Contract #, title) RFQ 048/FY12, Catering Services for the City of Rockville's Annual Employee Picnic

City Hall

111 Maryland Avenue

Rockville, MD 20850

Bidders please note, the City's Insurance Requirements have changed. It is strongly suggested that Bidders verify these Insurance Requirements with their Insurance Provider. The City may, as part of its review process, ask to verify this with Bidder's Insurance provider.

The successful Bidder will be required to furnish a **Certificate of Insurance and other Insurance Documents in accordance with Insurance Requirements Terms and Conditions (page 10 and 11)**. Confirm that you are able to obtain the Insurance Documents as required in this RFQ:

_____ YES _____ NO

Your Name: _____

Company Name: _____

A F F I D A V I T**I hereby affirm that:**

I am the _____ and the duly authorized representative of the firm of _____
 whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and

Title _____ Date _____



REFERENCE FORM

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications.

The Bidder shall be a competent and experienced contractor with an established reputation within the community. The bidder shall have performed similar work for a minimum period of three (3) years. Please furnish a representative list of five (5) projects involving work as specified, including the last 2 jobs completed by your firm.

The bidder shall have adequate technically qualified personnel employed within his organization to perform all phases of contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the bidder. The City may make such investigation as it deems necessary to determine the ability of the Bidder to furnish the services. The City reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and deliver the services herein.

1. Company Name _____
 Contact Person: _____
 Phone: _____ Fax: _____
 Project Value, # of people served: _____ Completion date: _____
 Description : _____

2. Company Name _____
 Contact Person: _____
 Phone: _____ Fax: _____
 Project Value, # of people served: _____ Completion date: _____
 Description: _____

3. Company Name _____
 Contact Person: _____
 Phone: _____ Fax: _____
 Project Value:, # of people served _____ Completion date: _____
 Description: _____

NAME OF BIDDER _____

LIST THE LAST TWO CONTRACTS COMPLETED BY YOUR FIRM.

4. Company Name_____

Contact Person:_____

Phone:_____ Fax:_____

Project Value:_____Completion date:_____

Description:_____

5. Company Name_____

Contact Person:_____

Phone:_____ Fax:_____

Project Value:_____Completion date:_____

Description:_____

NAME OF BIDDER_____